

RESIDENTIAL-LEASE AGREEMENT

NOTICE:

Michigan law establishes rights and obligations for parties to rental agreements. This agreement is required to comply with the Truth in Renting Act. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.

We Agree That

(Landlord's Name(s))

Leases To

- (1) _____
(Tenant's Name)
- (2) _____
(Tenant's Name)
- (3) _____
(Tenant's Name)
- (4) _____
(Tenant's Name)

The Following Premises To Be Used For Private Residential Purposes Only

(Street Address, City, State, and Zip Code)

For A Term

Beginning _____, 20____, and
Ending _____, 20____.

Month-To-Month

Beginning _____, 20____.

- (a) **JOINT AND SEVERAL TENANCY:** If more than one person signs this lease as a Tenant, their obligations are joint and several. **This means that each person is responsible not only for his or her individual obligations, but also for the obligations of all other Tenants.** This includes paying rent and performing all other terms of this lease. A judgment entered against one or more Tenant(s) does not bar an action against the others. Each Tenant must initial this paragraph: (1) ____, (2) ____, (3) ____, (4) ____.
- (b) **RENT:** Tenant must pay Landlord, as rent for the entire term, a total of \$_____, being \$_____ each month, beginning _____, 20____, and the same amount on or before the _____ day, or if that day is not a business day then the first business day after that day, of each succeeding month. Rent must be paid to the Landlord at the following address:

(Street Address, Apartment, City, State, and Zip Code)

- (c) **DISCOUNTED RENT:** If Landlord receives the rent on time, Tenant will be granted a \$_____ discount. The discount is meant to encourage prompt payment of rent. Late rent may subject the Tenant to eviction proceedings and liability for damages.
- (d) **SECURITY DEPOSIT:** Tenant must pay Landlord \$_____ on _____, 20____, which Landlord holds as a security deposit for Tenant's performance of all the terms of this lease. The security deposit may be mingled with the security deposits of Landlord's other tenants and must be deposited at the following financial institution:

(Name of Financial Institution, Street Address, City, State, and Zip Code)

NOTICE:

You must notify your landlord in writing within 4 days after you move of a forwarding address where you can be reached and where you will receive mail; otherwise your landlord shall be relieved of sending you an itemized list of damages and the penalties adherent to that failure.

- (e) **NONREFUNDABLE CLEANING FEE:** Tenant must pay a nonrefundable cleaning fee of \$_____ at the beginning of the lease term.
- (f) **OCCUPANCY:** Only the persons who sign this lease may reside at the premises. If more than _____ persons occupy the premises, the Landlord may terminate this tenancy or assess additional rent of \$_____ each month for each additional person. **Occupancy must not exceed the number mandated by local ordinance. This premises is licensed for _____ persons.** Tenant may accommodate guests for reasonable periods (up to 2 weeks); other arrangements require Landlord's consent.
- Note:* If the premises is located in the city of East Lansing, the occupancy limit must be displayed on the license and posted in the premises. The city may fine violators \$1000 a day for over-occupancy.
- (g) **SLEEPING ROOMS:** Basements, attics, and other rooms must not be used as sleeping rooms if they do not comply with the local ordinance for windows, minimum square footage, exits, and ventilation. This is meant to protect Tenant's health and safety. **The following areas may not be used as sleeping rooms:**

_____, _____, _____, _____.

Note: The city of East Lansing may fine violators \$1000 or they may be sentenced up to 90 days in jail..

- (h) **KEYS/LOCKS:** Tenant will receive _____ keys from the Landlord. On or before the termination of this lease, Tenant must return all keys or Tenant will be charged \$_____ for changing the locks. If Tenant loses the keys or gets locked out of the premises, Landlord will provide an extra key to Tenant and may charge Tenant \$_____. Tenant must never gain entrance to the premises by force through a window or door, or otherwise without a key. Tenant must not change or add locks without Landlord's written consent.
- (i) **UNAUTHORIZED USE OF MAILING ADDRESS:** Only a Tenant may use the mailing address of the premises. Allowing someone else to use the mailing address will increase the monthly rent by \$_____.
- (j) **CONDITION OF PREMISES AT THE BEGINNING OF TENANT'S OCCUPANCY:** Tenant acknowledges receipt of two blank copies of an inventory checklist. **Tenant must complete both checklists and return one to the Landlord within 7 days after Tenant takes possession** of the premises. Except for those items specifically noted by the Tenant in detail on the inventory checklist, Tenant accepts the premises, and the appliances and furnishings, in good condition. The inventory checklist is used only to assess damages and is not a warranty or promise by Landlord that any item listed on the checklist, but not present on the premises, will be provided.

(k) **APPLIANCES AND OTHER FURNISHINGS PROVIDED:** Tenant must not remove or loan any item provided with the premises. Landlord will provide the following checked items:

<input type="checkbox"/> Stove	<input type="checkbox"/> _____	<input type="checkbox"/> _____
<input type="checkbox"/> Refrigerator	<input type="checkbox"/> _____	<input type="checkbox"/> _____
<input type="checkbox"/> Dishwasher	<input type="checkbox"/> _____	<input type="checkbox"/> _____
<input type="checkbox"/> Washer and Dryer	<input type="checkbox"/> _____	<input type="checkbox"/> _____

(l) **SMOKE DETECTORS:** Landlord must install smoke-detection devices as required by law. The premises contain _____ smoke-detection devices, all working satisfactorily. Once the tenancy begins, Tenant must regularly test the detectors to ensure that they are working. Tenant must never remove the battery from the smoke-detection device except when necessary to replace it. Tenant must inform the Landlord immediately, in writing, of any defect or malfunction in its operation.

(m) **ALTERATIONS:** Tenant must not alter the premises without the Landlord's written consent (e.g., painting, wallpapering, installing locks). Landlord will discuss with Tenant a preferred method of hanging pictures and posters. Tenant is responsible for damage to the walls beyond reasonable wear and tear.

(n) **REPAIRS AND MAINTENANCE:** Landlord must provide and maintain the premises in a safe, habitable, and fit condition. **Tenant must notify Landlord IMMEDIATELY, BY PHONE at _____ of any gas leaks, electrical problems, water damage, broken appliances, or serious structural damage.** Tenant must notify Landlord, in writing, of all other problems needing repair. Landlord must make all repairs to the premises that, in Landlord's sole judgment, are required by law. Landlord must make every effort to do so within a reasonable time. Whenever repairs are delayed for reasons beyond the Landlord's control, the Tenant's obligations are not affected, nor does any claim accrue to Tenant against the Landlord. Landlord must maintain those things requiring periodic maintenance (e.g., heating, air conditioning, cracked windows).

(o) **PIPE-FREEZE PREVENTION:** If Tenant plans to be away from the premises for any length of time, **the heat must be left on during the cold season and the windows closed** to avoid broken pipes and water damage.

(p) **REPAIRS DUE TO TENANT'S NEGLIGENCE:** Damage to the premises caused by Tenant's negligence, or their guest's or invitee's negligence, whether by act or omission, will be repaired by Landlord and charged to the Tenant. Whenever repairs are delayed for reasons beyond Landlord's control, Tenant's obligations are not affected, nor does any claim accrue to the Tenant against Landlord. Tenant must immediately pay the repair costs as additional rent. If Tenant fails to do so, Landlord may take legal action to recover any unpaid rent.

(q) **LANDLORD'S RIGHT OF ENTRY:** Landlord, or Landlord's agent, may enter the premises at reasonable times, with _____-hours notice to the Tenant, to examine, protect, make repairs or alterations, or show prospective renters and purchasers. In emergency situations, Landlord is not required to give Tenant notice. If emergency entry occurs, Landlord must, within 2 days, notify Tenant of the date, time, and reason for the entry.

(r) **USE OF THE PREMISES:** Tenant must use the premises for private residential purposes only. Tenant must not do any of the following, or allow someone else to do any of the following:

- ✓ Harass, annoy, or endanger any other tenant or neighbor, or their guests, or create any excessive noise or public nuisance,
- ✓ Do anything to the structure or its surroundings that may be hazardous or that will cause Landlord's insurance to be cancelled or premiums to increase,
- ✓ Keep any flammable or explosive materials or any dangerous, hazardous, or toxic substance in or around the premises,
- ✓ Deface or damage, or allow another to deface or damage, any part of the premises,
- ✓ Change the locks or install any additional locks or bolts without Landlord's written consent,
- ✓ Place a waterbed or other heavy article on the premises without Landlord's written consent,
- ✓ Pour any commercial anti-clogging agent into the sink or drain that may harm the water pipes, or
- ✓ Install any antenna or satellite without Landlord's written consent.

(s) **ILLEGAL DRUG USE:** Tenant must not violate, or knowingly allow another to violate, federal, state, or local laws regarding the use of controlled substances or the use of alcohol by minors in or around the premises. When aware of a violation of this provision, Landlord will file a formal police report. Landlord may recover possession of the premises by summary proceedings when Tenant holds over the premises for 24 hours after service of a written demand for possession for termination of this Lease under this provision.

(t) **PETS:** Dogs, cats, or other pets are not allowed on the premises without Landlord's written consent. If Landlord's written consent is given, Tenant agrees to pay a nonrefundable pet fee of \$_____.

(u) **PARKING:** Landlord will provide parking for Tenant's automobiles. Tenant must keep the parking area free of all debris. Automobiles must be parked only in assigned areas as follows:

CAR #1 _____ (year, make, model, and plate number),
belonging to _____ must be parked _____.

CAR #2 _____ (year, make, model, and plate number),
belonging to _____ must be parked _____.

CAR #3 _____ (year, make, model, and plate number),
belonging to _____ must be parked _____.

CAR #4 _____ (year, make, model, and plate number),
belonging to _____ must be parked _____.

(v) **MISCELLANEOUS COSTS AND OBLIGATIONS:** Check the appropriate box below:

☐ Tenant ☐ Landlord ☐ Not Applicable

pays for **electricity**.

☐ Tenant ☐ Landlord ☐ Not Applicable

pays for **gas or fuel oil**.

☐ Tenant ☐ Landlord ☐ Not Applicable

pays for **water and sewage**.

☐ Tenant ☐ Landlord ☐ Not Applicable

pays for **trash removal**.

☐ Tenant ☐ Landlord ☐ Not Applicable

must **dispose of all trash by placing in a designated container**.

☐ Tenant ☐ Landlord ☐ Not Applicable

must **mow the lawn**.

☐ Tenant ☐ Landlord ☐ Not Applicable

must **water the lawn**.

☐ Tenant ☐ Landlord ☐ Not Applicable

must **rake the leaves**.

☐ Tenant ☐ Landlord ☐ Not Applicable

must **remove snow and ice from the driveway, parking area, walkway, and steps**.

☐ Tenant ☐ Landlord ☐ Not Applicable

must **change the screens and storm doors as weather dictates**.

☐ Tenant ☐ Landlord ☐ Not Applicable

must _____.

☐ Tenant ☐ Landlord ☐ Not Applicable

must _____.

☐ Tenant ☐ Landlord ☐ Not Applicable

must _____.

☐ Tenant ☐ Landlord ☐ Not Applicable

must _____.

(w) **PEACEFUL AND QUIET USE OF PREMISES:** In exchange for Tenant's timely payment of rent and performance of all the terms of this lease, Landlord must provide peaceful and quiet use of the premises throughout the tenancy.

- (x) **SUBLET AND ASSIGNMENT:** Tenant must not sublet the premises or assign any interest in this lease without Landlord's written consent (not to be unreasonably withheld). If Landlord gives written consent, Landlord must also provide Tenant with an appropriate sublease form.
- (y) **RENTER'S INSURANCE:** Tenant is strongly advised to carry renter's insurance on his or her personal property (e.g., clothing, furniture, household items). Landlord is not responsible for damage to Tenant's personal property, unless Landlord's negligence or intentional act or omission causes the damage.
- (z) **LEASE ADDENDUM, RULES, AND REGULATIONS:** If the premises is located in the City of East Lansing, the *East Lansing Lease Addendum* must be attached. Additional pages or rules and regulations, **signed by all parties**, are incorporated as part of this Lease, and Landlord must provide copies to the Tenant.
- (aa) **BREACH OF LEASE AND RIGHT TO RE-ENTER AND REGAIN POSSESSION:** If Tenant fails to pay rent or violates any other term of this lease, Landlord may terminate the tenancy, re-enter the premises, and regain possession in accordance with the law. If Landlord violates any term of this lease, Tenant may terminate the tenancy.
- (bb) **CONDITION OF THE PREMISES AT THE END OF TENANT'S OCCUPANCY:** At the end of Tenant's occupancy, Landlord must complete a termination inventory checklist to assess damages that Landlord claims were caused by the Tenant. This includes unpaid rent, unpaid utilities, and damages beyond reasonable wear and tear. Tenant may ask to be present when the termination inventory checklist is to be completed. Landlord must mail to the Tenant, within 30 days of Tenant's termination of occupancy, an itemized list of damages claimed for which the security deposit may be used—provided, of course, that the Tenant has given a forwarding address.
- (cc) **END OF LEASE TERM:** When the lease term ends, Tenant must promptly **vacate the premises, remove all personal property, and return all keys**. Tenant must **dispose of all trash** and leave the premises clean.
- (dd) **CHANGES TO THIS LEASE:** This lease, and any additional pages or rules and regulations incorporated, contains the entire agreement between Landlord and Tenant; no oral agreement is valid. Changes to the terms of this Lease **must be in writing, signed by all parties**.
- (ee) **ENFORCEMENT OF LEASE PROVISIONS:** Failure to strictly enforce any provision of this lease, by either the Landlord or the Tenant, does not constitute acceptance of a change in its terms. Landlord and Tenant are still obligated to perform as indicated in this lease.
- (ff) **ADDITIONAL PROVISIONS:** _____

This RESIDENTIAL-LEASE AGREEMENT is signed on _____, 20____.

**Each person who signs it
 acknowledges, by their signature, that
 they have read it, understand it, and voluntarily agree to it.
 Further, each person is mentally competent and 18 years or older.**

Landlord's Signature(s): _____

Tenant's Signature(s): _____

This document was drafted as a community-service project
by student residents under the supervision of clinical faculty at the

MSU COLLEGE OF LAW, RENTAL HOUSING CLINIC
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We provide free legal services to low-income persons.
Contributions are appreciated and used to support our general operations.
The Internal Revenue Service has granted us §501(c)(3) charitable, tax-exempt status.
Contributions are eligible for the charitable tax deduction under Internal Revenue Code §170.

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